

FILED

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2013 AUG 23 PM 3:38

U.S. DISTRICT COURT
 CENTRAL DISTRICT OF CALIF.
 SANTA ANA

Attorneys for Defendant
 WELLS FARGO BANK, N.A.

UNITED STATES DISTRICT
 CENTRAL DISTRICT OF CALIFORNIA

SACV13-01310 DOC (AGRx)

CAROLINE B. WILLIAMS, as Trustee of the)	Case No. _____
CAROLINE WILLIAMS CHARITABLE)	
REMAINDER UNITRUST, a California Trust;)	DEFENDANT WELLS FARGO, N.A.'S
and BLACK & WILLIAMS FAMILY)	NOTICE OF REMOVAL
LIMITED PARTNERSHIP, a Nevada limited)	
partnership,)	<i>Orange</i> (Originally filed as Los Angeles Superior
)	Court Case No. 30-2013-00663878-CU-BT-
Plaintiffs,)	CJC)
)	
vs.)	
)	
WELLS FARGO BANK, N.A., a foreign <i>unincorporated entity</i>)	
national bank ; and THE VANGUARD)	
GROUP, INC., a foreign corporation; and)	
DOES 1 through 10,)	
)	
Defendants.)	

Defendant Wells Fargo Bank, N.A. ("**Wells Fargo**") hereby removes this action from the Superior Court of the State of California for the County of Los Angeles to the United States District Court for the Central District of California pursuant to 28 U.S.C. §§ 1332, 1441(b), and 1446., and shows as follows:

DEFENDANT WELLS FARGO BANK, N.A.'S NOTICE OF REMOVAL

1 I. SUMMARY OF ACTION

2 1. On July 23, 2013, Plaintiffs Caroline B. Williams, as Trustee of the Caroline
3 Williams Charitable Remainder Trust ("**CRUT**") and Black & Williams Family Limited
4 Partnership ("**Black & Williams**", and collectively with CRUT, the "**Plaintiffs**") filed Case No.
5 Case No. 30-2013-00663878-CU-BT-CJC in the Superior Court of the State of California for the
6 County of Los Angeles against Defendants Wells Fargo and The Vanguard Group, Inc.
7 ("**Vanguard**", and collectively with Wells Fargo, the "**Defendants**"). That lawsuit is referred to
8 herein as the "**State Court Action**." None of the Defendants have appeared in the State Court
9 Action.
10

11 2. A copy of the Complaint in the State Court Action (the "**Complaint**") is attached
12 as **Exhibit 1**. All other papers filed in the State Court Action and served on Wells Fargo are
13 attached as **Exhibit 2**.
14

15 II. TIMELINESS OF REMOVAL

16 3. This Notice of Removal is timely because it is filed within 30 days of service of
17 the summons and Complaint as required by 28 U.S.C. § 1446(b). Plaintiffs served Wells Fargo's
18 designated agent with summons and a copy of the Complaint on July 24, 2013. Because each
19 Defendant receives its own 30-day period for removal, the date of service on Vanguard is
20 irrelevant. *See Destfino v. Reiswig*, 630 F.3d 952, 956 (9th Cir. 2011).
21

22 III. FEDERAL JURISDICTION

23 4. This Court has jurisdiction over this case pursuant to 28 U.S.C. § 1332 because
24 there exists complete diversity of citizenship between the parties and the amount in controversy
25 exceeds \$75,000.
26
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1 5. Plaintiff CRUT is a trust organized under the laws of the State of California, for
2 which Caroline B. Williams (“**Williams**”) is, and at all times relevant to this lawsuit, was the
3 authorized Trustee of CRUT, and real-party-in-interest in this lawsuit. *See* Plaintiffs’ Complaint
4 at ¶ 2. Williams is an individual residing in Orange County, California. *Id.* at ¶ 1. As such,
5 Williams is a citizen of California for purposes of diversity jurisdiction, meaning that CRUT is
6 also a citizen of California for purposes of diversity jurisdiction.
7

8 6. Plaintiff Black & Williams is, and at all times relevant to this lawsuit, was a
9 limited partnership organized under the laws of the State of California. *See* Plaintiffs’ Complaint
10 at ¶¶ 3-4. On information and belief, Black & Williams’ partners are as follows:

11 a. Williams is Black & Williams lone general partner. *See* Plaintiffs’ Complaint at
12 ¶¶ 3-4. As stated above, Williams is a citizen of the State of California. *Id.* Thus, Black &
13 Williams is a citizen of the State of California for purposes of diversity jurisdiction.
14

15 b. On information and belief, Black & Williams’ limited partner is a citizen of the
16 State of California for purposes of diversity jurisdiction. *See* Plaintiffs’ Complaint at ¶¶ 3-4.

17 7. Defendant Wells Fargo is a national bank. A national bank is a citizen of the state
18 where its main office is located, as designated on the bank’s organization certificate. *See*
19 *Wachovia Bank, N.A. v. Schmidt*, 546 U.S. 303, 318-19 (2006); 28 U.S.C. § 1348. As provided
20 in its articles of association, Wells Fargo’s main office is located in Sioux Falls, South Dakota.
21 Thus, Wells Fargo is a citizen of the State of South Dakota for purposes of diversity jurisdiction.
22

23 8. Defendant Vanguard is a corporation organized under the laws of the State of
24 Pennsylvania which maintains its principal place of business in Malvern, Pennsylvania. *See*
25 Plaintiffs’ Complaint at ¶ 6. Thus, Vanguard is a citizen of the State of Pennsylvania for
26 purposes of diversity jurisdiction.
27
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1 (1977). Because Plaintiffs seek damages in excess of the above-amounts allegedly wrongfully
2 by Defendants, the amount in controversy is satisfied for this Notice of Removal. *See* Plaintiffs'
3 Complaint at pp. 13-14.

4 13. Furthermore, Plaintiffs also seek attorneys' fees in the Complaint. *See* Plaintiffs'
5 Complaint at pp. 13-14. In determining the amount in controversy, the Court should consider the
6 aggregate value of the claims and attorneys' fees. *See, e.g., Galt G/S v. JSS Scandinavia*, 142
7 F.3d 1150, 1156 (9th Cir. 1998) (claims for attorneys' fees to be included in amount in
8 controversy, regardless of whether such an award is discretionary or mandatory); *Goldberg v.*
9 *CPC Int'l, Inc.*, 678 F.2d 1365, 1367 (9th Cir. 1982) (attorneys' fees may be taken into account
10 to determine jurisdictional amount).
11

12 VI. CONSENT OF DEFENDANT VANGUARD

13 14. In accordance with 28 U.S.C. § 1446(b)(2)(A), counsel for Wells Fargo has
14 conferred with counsel for Vanguard, the only other Defendant in the case, and Vanguard's
15 counsel has indicated that Vanguard consents to the removal of this action.
16

17 VII. NOTICE TO PLAINTIFF

18 15. Pursuant to 28 U.S.C. § 1446(d), upon filing of this Notice of Removal, written
19 notice of such filing will be served on Plaintiffs' counsel of record: Edwin R. Cottone, Cottone
20 & Moon, 5000 Birch Street, Suite 3000, Newport Beach, CA 92660. In addition, a copy of this
21 Notice of Removal will be filed with the Clerk of Court for Los Angeles Superior Court.
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23 For the reasons stated above, Wells Fargo hereby removes the State Court Action to the
24 United States District Court for the Central District of California.
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Dated: August 23, 2013

THOMPSON & KNIGHT LLP

By: 

Bruce J. Zabarauskas
Attorney for Defendant Wells Fargo
Bank, N.A.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 10100 Santa Monica Blvd., Suite 950, Los Angeles, California 90067. On **August 23, 2013**, I served documents described as follows:

• **DEFENDANT WELLS FARGO BANK, N.A.'S NOTICE OF REMOVAL**

I served the document listed above on the interested parties below, using the following means:

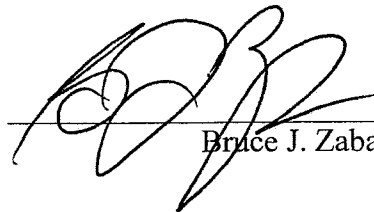
[X] (BY UNITED STATES MAIL) I enclosed the document(s) listed above in a sealed envelope addressed to the persons at the address listed below and placed in the envelope for collection and mailing on the date shown above following our ordinary business practices. I am readily familiar with this practice of this business for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

Attorneys for Plaintiffs

Edwin R. Cottone, Cottone & Moon,
5000 Birch Street, Suite 3000, Newport
Beach, CA 92660.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August **23**, 2013, at Los Angeles, California.



Bruce J. Zabarauskas

COTTONE & MOON
 EDWIN R. COTTONE, ESQ. (SBN 222689)
 PRISCILLA MOON, ESQ. (SBN 220819)
 5000 BIRCH STREET, SUITE 3000
 NEWPORT BEACH, CA 92660
 PHONE: (949) 260-2004
 FACSIMILE: (949) 861-9922
 EMAIL: ed@cottonemoon.com

ELECTRONICALLY FILED
 Superior Court of California,
 County of Orange
07/23/2013 at 07:22:48 AM
 Clerk of the Superior Court
 By Sonya Wilson, Deputy Clerk

ATTORNEYS FOR PLAINTIFFS:
 CAROLINE B. WILLIAMS, AS TRUSTEE OF THE
 CAROLINE WILLIAMS CHARITABLE
 REMAINDER UNITRUST; AND BLACK &
 WILLIAMS FAMILY LIMITED PARTNERSHIP

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF ORANGE – CENTRAL JUSTICE CENTER

CAROLINE B. WILLIAMS, as Trustee of the
 CAROLINE WILLIAMS CHARITABLE
 REMAINDER UNITRUST, a California trust;
 and BLACK & WILLIAMS FAMILY
 LIMITED PARTNERSHIP, a Nevada limited
 partnership,

Plaintiffs,

vs.

WELLS FARGO BANK, N.A., a foreign
 unincorporated entity; and THE VANGUARD
 GROUP, INC., a foreign corporation; and
 DOES 1 through 10,

Defendants.

Case No: 30-2013-00663878-CU-BT-CJC
 Judge Gregory Munoz

COMPLAINT FOR:

- (1) DECLARATORY RELIEF**
- (2) CONVERSION**
- (3) TRESPASS TO CHATTELS /
PERSONAL PROPERTY**
- (4) INTENTIONAL INTERFERENCE
WITH CONTRACTUAL RELATIONS**
- (5) INTENTIONAL INTERFERENCE
WITH PROSPECTIVE ECONOMIC
ADVANTAGE**
- (6) ABUSE OF PROCESS**

COTTONE & MOON
 LITIGATION ATTORNEYS

COMES NOW, Plaintiffs CAROLINE B. WILLIAMS ("WILLIAMS"), as Trustee of the CAROLINE WILLIAMS CHARITABLE REMAINDER UNITRUST ("CRUT"), and BLACK & WILLIAMS FAMILY LIMITED PARTNERSHIP ("FAMILY LP"), allege as follows:

PARTIES

1. Plaintiff WILLIAMS is and, at all times mentioned herein, was an individual residing and/or doing business in the county of Orange, state of California.

2. Plaintiff WILLIAMS is, and at all times mentioned herein, was the trustee of the CRUT, a trust governed by the laws of the state of California and qualified (or intended to qualify) as a charitable remainder unitrust within the meaning of Section 664(d)(2) of the Internal Revenue Code and Rev. Proc. 2005-52, and authorized to act on its behalf. Plaintiff WILLIAMS brings this action on behalf of the CRUT in her capacity as trustee.

3. Plaintiff FAMILY LP is, and at all times mentioned herein, was a limited partnership organized and existing under the laws of the state of Nevada. Plaintiff WILLIAMS is a 1% general partner of the FAMILY LP.

4. Because a limited partnership is a citizen of each state in which any of its partners, limited or general, are citizens (*Carden v. Arkoma Assocs.* (1990) 494 U.S. 185, 195-96), and because Plaintiff WILLIAMS is a citizen of the state of California, the FAMILY LP is correspondingly a citizen of the state of the California.

5. Upon information and belief, Defendant WELLS FARGO BANK, N.A. ("WELLS FARGO") is, and at all times mentioned herein, was a national banking association with a principal place of business in Sioux Falls, South Dakota, and a subsidiary of Wells Fargo & Company, a corporation organized and existing under the laws of Delaware with a principal place of business in San Francisco, California. Upon information and belief, at all times relevant hereto, Defendant WELLS FARGO is and was doing pervasive business in the state of California and this venue, and has had substantial contacts with this forum, including, *inter alia*, regularly soliciting customers in this jurisdiction, promoting and offering its financial products and services in this jurisdiction, allowing customers in this jurisdiction to interact with and utilize its products and services directly or through its website(s), and correspondingly deriving

1 substantial revenues from its business conducted in this jurisdiction.

2 6. Upon information and belief, Defendant THE VANGUARD GROUP, INC.
3 (“VANGUARD”) is, and at all times mentioned herein, was a corporation organized and existing
4 under the laws of Pennsylvania with a principal place of business in Malvern, Pennsylvania.
5 Upon information and belief, at all times relevant hereto, Defendant VANGUARD is and was
6 doing pervasive business in the state of California and this venue, and has had substantial
7 contacts with this forum, including, *inter alia*, regularly soliciting customers in this jurisdiction,
8 promoting and offering its financial products and services in this jurisdiction, allowing customers
9 in this jurisdiction to interact with and utilize its products and services directly or through its
10 website(s), and correspondingly deriving substantial revenues from its business conducted in this
11 jurisdiction.

12 7. Defendants DOES 1 through 10 are persons, corporations or other entities which
13 reside or are authorized to do and are doing business in the state of California. DOES 1 through
14 10 were the managerial agents, employees, predecessor, successor, joint-venturer, co-
15 conspirator, alter-ego, and/or representative of Defendants and acted with the permission,
16 authorization and/or ratification and consent of Defendants and any other agents. Plaintiffs are
17 ignorant of the true names and capacities of each such Defendant sued herein as DOES 1 through
18 10, inclusive, and therefore sue each such Defendant by such fictitious names. Plaintiffs will
19 amend this Complaint to allege their true names and capacities when ascertained.

20 8. Plaintiffs are informed and believe and thereon allege that each and every
21 Defendant designated herein as a DOE Defendant is in some way legally responsible in some
22 manner for those acts, circumstances and events described here. Further, said DOE Defendants
23 caused or contributed to causing the damages resulting from Defendants’ conduct, acts and
24 omissions.

25 9. At all times relevant hereto, each Defendant, including each DOE Defendant, was
26 and is the alter-ego, agent, servant and employee of each other Defendant, and each was at all
27 times herein mentioned acting within the course and scope of said agency and employment and
28 with the full knowledge and consent of all other Defendants and each of said Defendants ratified

1 and approved the conduct of all other Defendants as each other's agent.

2 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

3 10. Venue is proper in this Court because the incident hereinafter referred to and/or
4 the damages suffered by Plaintiffs occurred in the county of Orange, state of California.

5 11. On or about June 28, 2012, the Texas district court (Harris County, 295th Judicial
6 District, Case No. 2011-64464) granted WELLS FARGO's motion for summary judgment in
7 *Wells Fargo Bank, N.A., as Trustee for the Registered Holders of LaSalle Commercial Mortgage*
8 *Securities, Inc. 2007-MF5, Commercial Mortgage Passthrough Certificates, Series 2007-MF5 v.*
9 *Zulfikar Hirani, Chris Yoon, Selina M. Pierce, Louis Paluscio, Laura Doyle, Cuong V. Ngo,*
10 *Maria E. Williams, Caroline B. Williams, Rafal Zielinski, Vally Mestroni, Magin Coello, and*
11 *Edward L. Rathbone and Adele M. Rathbone, as Trustees of the Rathbone Family Trust dated*
12 *April 18, 2005.*

13 12. As part of its ruling, the Texas district court ordered, *inter alia*, that judgment be
14 entered against Chris Yoon and WILLIAMS in the amount of \$1,377,015.74, jointly and
15 severally, for an outstanding debt owed to WELLS FARGO in connection with a Texas property
16 investment in which WILLIAMS was only a 10% owner.

17 13. WELLS FARGO also caused the court to issue a Writ of Garnishment Before
18 Judgment to VANGUARD on or about August 6, 2012.

19 14. By letter dated August 15, 2012, VANGUARD notified WILLIAMS that it had
20 frozen accounts belonging to the CRUT and the FAMILY LP, notwithstanding the fact that those
21 entities were not parties to the Texas suit. VANGUARD prohibited, among other things,
22 exchanges, redemptions, checkwriting redemptions, trading, and repositioning from being made
23 with respect to those accounts.

24 15. VANGUARD was also the custodian for WILLIAMS' traditional and Roth
25 individual retirement accounts (IRAs), as well as an account for the Williams Trust, a revocable
26 trust of which WILLIAMS serves as the trustee. VANGUARD has also frozen the account for
27 the Williams Trust. Because retirement accounts cannot be garnished under applicable state law,
28 VANGUARD did not freeze WILLIAMS' traditional and Roth IRAs.

1 16. On or about August 30, 2012, VANGUARD filed an Answer to the Writ of
2 Garnishment with the Texas district court, noting that pursuant to a custodial agreement,
3 VANGUARD maintained the aforementioned retirement and investment accounts.

4 17. VANGUARD further noted that as of August 14, 2012: (1) the traditional and
5 Roth IRAs in the name of WILLIAMS, individually, were valued at \$409,356.58 and
6 \$36,056.99, respectively; (2) the account for the Williams Trust was valued at \$17,923.79; (3)
7 the account for the CRUT was valued at \$260,108.78; and (4) the account for the FAMILY LP
8 was valued at \$1,101,205.90, with a linked brokerage account valued at \$196,116.11.

9 18. Although VANGUARD had already frozen the accounts for the CRUT, FAMILY
10 LP, and Williams Trust, VANGUARD further asserted in its Answer that a Texas judgment must
11 be registered in Pennsylvania and execution proceedings commenced under Pennsylvania law
12 before VANGUARD can release the attached funds.

13 19. After WELLS FARGO caused the Writ of Garnishment to be issued, counsel for
14 WILLIAMS contacted both WELLS FARGO and VANGUARD on a number of occasions to
15 notify them that the garnishment of the aforementioned accounts was improper for a number of
16 reasons, and demanded that the accounts be released from their freeze.

17 20. In particular, with respect to the CRUT and FAMILY LP, neither were parties to
18 the judgment in the Texas suit as noted above.

19 21. Furthermore, the CRUT is an irrevocable charitable trust that was organized and
20 funded in 2006, and which is pledged to the Yosemite Conservancy. Although WILLIAMS is
21 required to take a 5% distribution annually under the Internal Revenue Code in order to maintain
22 the qualification of the CRUT (which the garnishment has substantially interfered with in
23 satisfying this requirement), the corpus of the CRUT is nevertheless prohibited from any form of
24 attachment by WILLIAMS' creditors. However, WELLS FARGO and VANGUARD have not
25 sought to just seize WILLIAMS' distributions from the CRUT, but rather have improperly
26 garnished and frozen the entire corpus of the CRUT.

27 22. Likewise, assets in a family limited partnership are not subject to levy or
28 execution of judgments against any general or limited partner. Rather, through a charging order,

1 a creditor may possibly attach a partner's income or distribution from the partnership, but the
2 assets of the limited partnership themselves are not attachable. No charging order was obtained
3 in this case. Rather, as with the CRUT, the entirety of the account for the FAMILY LP was
4 impermissibly garnished and frozen.

5 23. Despite being informed of the impropriety and illegality of garnishing or freezing
6 the accounts for the CRUT and FAMILY LP, neither WELLS FARGO nor VANGUARD have
7 taken any action to release or unfreeze those accounts to date.

8 **FIRST CAUSE OF ACTION**

9 **DECLARATORY RELIEF**

10 **(BY PLAINTIFFS AGAINST ALL DEFENDANTS)**

11 24. Plaintiffs repeat and reallege and incorporate by this reference each and every
12 allegation of paragraphs 1 through 23 as though they were set forth in full herein.

13 25. VANGUARD is the custodian of accounts owned by the CRUT and FAMILY
14 LP. On or about August 6, 2012, WELLS FARGO caused a Writ of Garnishment to be issued to
15 VANGUARD. As a result, VANGUARD froze the accounts for the CRUT and FAMILY LP.

16 26. Plaintiffs have demanded that VANGUARD and WELLS FARGO release the
17 accounts from the improper freeze because neither the CRUT nor FAMILY LP was a party to the
18 judgment in the Texas suit, and further because it is unlawful to garnish or otherwise attach the
19 entirety of the corpus of those accounts to satisfy any judgment debt of WILLIAMS. To date,
20 VANGUARD and WELLS FARGO have improperly refused to release the accounts.

21 27. An active dispute and present controversy exists between Plaintiffs and
22 Defendants with respect to legality and propriety of the garnishment of Plaintiffs' accounts. A
23 judicial declaration is reasonable and necessary to resolve this dispute as soon as reasonably
24 possible.

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SECOND CAUSE OF ACTION

CONVERSION

(BY PLAINTIFFS AGAINST ALL DEFENDANTS)

28. Plaintiffs repeat and reallege and incorporate by this reference each and every allegation of paragraphs 1 through 27.

29. VANGUARD is the custodian of accounts owned by the CRUT and FAMILY LP, respectively. The funds in these accounts are specifically identifiable. As of August 14, 2012, the account for the CRUT was valued at \$260,108.78, and the account for the FAMILY LP was valued at \$1,101,205.90, with a linked brokerage account valued at \$196,116.11.

30. On or about August 6, 2012, WELLS FARGO caused a Writ of Garnishment to be issued to VANGUARD. As a result, VANGUARD froze the accounts for the CRUT and FAMILY LP.

31. Plaintiffs have demanded that VANGUARD and WELLS FARGO release the accounts from the improper freeze because neither the CRUT nor FAMILY LP was a party to the judgment in the Texas suit, and further because it is unlawful to garnish or otherwise attach the entirety of the corpus of those accounts to satisfy any judgment debt of WILLIAMS. To date, VANGUARD and WELLS FARGO have improperly refused to release the accounts.

32. Due to the improper garnishment and subsequent refusal to release the accounts, Defendants have intentionally and substantially interfered with Plaintiffs' property by preventing Plaintiffs from having rightful access and control to their accounts.

33. Plaintiffs did not consent to the improper garnishment and freeze of their accounts by Defendants. Thus, Defendants have effectively converted Plaintiffs' property.

34. As a direct and proximate result of Defendants' unlawful conversion, Plaintiffs have suffered damages in an exact amount to be determined by proof at trial.

35. Plaintiffs are informed and believe that Defendants, in committing the acts alleged herein, acted willfully, maliciously, and with oppression and fraud with the intent to cause injury to Plaintiffs, or with knowing and conscious disregard for the likelihood of same, to further Defendants' personal interests to the exclusion of Plaintiffs, and to engage in despicable conduct

1 with willful and conscious disregard of Plaintiffs' rights.

2 36. Therefore, in addition to compensatory damages, Plaintiffs should be awarded
3 punitive and exemplary damages sufficient to punish Defendants for engaging in their
4 misconduct, and to deter Defendants and others from engaging in similar misconduct in the
5 future.

6 **THIRD CAUSE OF ACTION**

7 **TRESPASS TO CHATTELS / PERSONAL PROPERTY**

8 **(BY PLAINTIFFS AGAINST ALL DEFENDANTS)**

9 37. Plaintiffs repeat and reallege and incorporate by this reference each and every
10 allegation of paragraphs 1 through 36.

11 38. VANGUARD is the custodian of accounts owned by the CRUT and FAMILY
12 LP, respectively. The funds in these accounts are specifically identifiable. As of August 14,
13 2012, the account for the CRUT was valued at \$260,108.78, and the account for the FAMILY LP
14 was valued at \$1,101,205.90, with a linked brokerage account valued at \$196,116.11.

15 39. On or about August 6, 2012, WELLS FARGO caused a Writ of Garnishment to
16 be issued to VANGUARD. As a result, VANGUARD froze the accounts for the CRUT and
17 FAMILY LP.

18 40. Plaintiffs have demanded that VANGUARD and WELLS FARGO release the
19 accounts from the improper freeze because neither the CRUT nor FAMILY LP was a party to the
20 judgment in the Texas suit, and further because it is unlawful to garnish or otherwise attach the
21 entirety of the corpus of those accounts to satisfy any judgment debt of WILLIAMS. To date,
22 VANGUARD and WELLS FARGO have improperly refused to release the accounts.

23 41. Due to the improper garnishment and subsequent refusal to release the accounts,
24 Defendants have intentionally and substantially interfered with Plaintiffs' use and/or possession
25 of their property by preventing Plaintiffs from having rightful access and control to their
26 accounts.

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1 42. Plaintiffs did not consent to the improper garnishment and freeze of their accounts
2 by Defendants. Thus, Defendants have unlawfully interfered with and/or otherwise harmed
3 Plaintiffs' rights in their property.

4 43. As a direct and proximate result of Defendants' misconduct, Plaintiffs have
5 suffered damages in an exact amount to be determined by proof at trial.

6 44. Plaintiffs are informed and believe that Defendants, in committing the acts alleged
7 herein, acted willfully, maliciously, and with oppression and fraud with the intent to cause injury
8 to Plaintiffs, or with knowing and conscious disregard for the likelihood of same, to further
9 Defendants' personal interests to the exclusion of Plaintiffs, and to engage in despicable conduct
10 with willful and conscious disregard of Plaintiffs' rights.

11 45. Therefore, in addition to compensatory damages, Plaintiffs should be awarded
12 punitive and exemplary damages sufficient to punish Defendants for engaging in their
13 misconduct, and to deter Defendants and others from engaging in similar misconduct in the
14 future.

15 **FOURTH CAUSE OF ACTION**

16 **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**

17 **(BY PLAINTIFFS AGAINST DEFENDANTS WELLS FARGO AND DOES 1-10)**

18 46. Plaintiffs repeat and reallege and incorporate by this reference each and every
19 allegation of paragraphs 1 through 45.

20 47. Pursuant to valid custodial agreements entered into by VANGUARD and
21 Plaintiffs, VANGUARD serves as the custodian of accounts owned by the CRUT and FAMILY
22 LP, respectively.

23 48. WELLS FARGO was aware of the contractual relationship between Plaintiffs and
24 VANGUARD. On or about August 6, 2012, WELLS FARGO caused a Writ of Garnishment to
25 be issued to VANGUARD, knowing that doing so would cause a disruption in the contractual
26 relations between VANGUARD and Plaintiffs.

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1 49. As a result of WELLS FARGO's actions, actual disruption of the contractual
2 relations between VANGUARD and Plaintiffs occurred, as VANGUARD froze the accounts for
3 the CRUT and FAMILY LP.

4 50. Plaintiffs have demanded that VANGUARD and WELLS FARGO release the
5 accounts from the improper freeze because neither the CRUT nor FAMILY LP was a party to the
6 judgment in the Texas suit, and further because it is unlawful to garnish or otherwise attach the
7 entirety of the corpus of those accounts to satisfy any judgment debt of WILLIAMS. To date,
8 VANGUARD and WELLS FARGO have improperly refused to release the accounts.

9 51. As a direct and proximate result of WELLS FARGO's improper interference,
10 Plaintiffs have suffered damages in an exact amount to be determined by proof at trial.

11 52. Plaintiffs are informed and believe that WELLS FARGO, in committing the acts
12 alleged herein, acted willfully, maliciously, and with oppression and fraud with the intent to
13 cause injury to Plaintiffs, or with knowing and conscious disregard for the likelihood of same, to
14 further WELLS FARGO's personal interests to the exclusion of Plaintiffs, and to engage in
15 despicable conduct with willful and conscious disregard of Plaintiffs' rights.

16 53. Therefore, in addition to compensatory damages, Plaintiffs should be awarded
17 punitive and exemplary damages sufficient to punish WELLS FARGO for engaging in its
18 misconduct, and to deter WELLS FARGO and others from engaging in similar misconduct in the
19 future.

20 **FIFTH CAUSE OF ACTION**

21 **INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**

22 **(BY PLAINTIFFS AGAINST DEFENDANTS WELLS FARGO AND DOES 1-10)**

23 54. Plaintiffs repeat and reallege and incorporate by this reference each and every
24 allegation of paragraphs 1 through 53.

25 55. An economic relationship exists between VANGUARD and Plaintiffs in which
26 there is and/or was a probability of future economic benefit to Plaintiffs, in particular with
27 respect to the assets held in the Plaintiffs' accounts of which VANGUARD served as custodian.

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1 56. WELLS FARGO was aware of the economic relationship between Plaintiffs and
2 VANGUARD. On or about August 6, 2012, WELLS FARGO caused a Writ of Garnishment to
3 be issued to VANGUARD, knowing that doing so would cause a disruption in the economic
4 relations between VANGUARD and Plaintiffs.

5 57. As a result of WELLS FARGO's actions, actual disruption of the economic
6 relations between VANGUARD and Plaintiffs occurred, as VANGUARD froze the accounts for
7 the CRUT and FAMILY LP.

8 58. Plaintiffs have demanded that VANGUARD and WELLS FARGO release the
9 accounts from the improper freeze because neither the CRUT nor FAMILY LP was a party to the
10 judgment in the Texas suit, and further because it is unlawful to garnish or otherwise attach the
11 entirety of the corpus of those accounts to satisfy any judgment debt of WILLIAMS. To date,
12 VANGUARD and WELLS FARGO have improperly refused to release the accounts.

13 59. As a direct and proximate result of WELLS FARGO's improper interference,
14 Plaintiffs have suffered damages in an exact amount to be determined by proof at trial.

15 60. Plaintiffs are informed and believe that WELLS FARGO, in committing the acts
16 alleged herein, acted willfully, maliciously, and with oppression and fraud with the intent to
17 cause injury to Plaintiffs, or with knowing and conscious disregard for the likelihood of same, to
18 further WELLS FARGO's personal interests to the exclusion of Plaintiffs, and to engage in
19 despicable conduct with willful and conscious disregard of Plaintiffs' rights.

20 61. Therefore, in addition to compensatory damages, Plaintiffs should be awarded
21 punitive and exemplary damages sufficient to punish WELLS FARGO for engaging in its
22 misconduct, and to deter WELLS FARGO and others from engaging in similar misconduct in the
23 future.

24 **SIXTH CAUSE OF ACTION**

25 **ABUSE OF PROCESS**

26 **(BY PLAINTIFFS AGAINST DEFENDANTS WELLS FARGO AND DOES 1-10)**

27 62. Plaintiffs repeat and reallege and incorporate by this reference each and every
28 allegation of paragraphs 1 through 61.

63. VANGUARD is the custodian of accounts owned by the CRUT and FAMILY LP, respectively. On or about August 6, 2012, WELLS FARGO caused a Writ of Garnishment to be issued to VANGUARD.

64. WELLS FARGO was fully aware that garnishment or any form of attachment of the CRUT and FAMILY LP's accounts was improper and unlawful. Indeed, Plaintiffs specifically informed WELLS FARGO that any garnishment of Plaintiffs' accounts was not proper, as neither the CRUT nor FAMILY LP was a party to the judgment in the Texas suit, and further because it is unlawful to garnish or otherwise attach the entirety of the corpus of those accounts to satisfy any judgment debt of WILLIAMS.

65. Nevertheless, to date, WELLS FARGO has refused to release the accounts from the Writ of Garnishment. Instead, WELLS FARGO seeks to use the unlawful garnishment to knowingly and wrongfully seize assets of the CRUT and FAMILY LP to satisfy the judgment debt of WILLIAMS, gain leverage or a litigation advantage, exert further unjustified pressure on WILLIAMS, and/or otherwise harass WILLIAMS.

66. As a direct and proximate result of WELLS FARGO's unlawful abuse of process in wrongfully utilizing a Writ of Garnishment, Plaintiffs have suffered damages in an exact amount to be determined by proof at trial.

67. Plaintiffs are informed and believe that WELLS FARGO, in committing the acts alleged herein, acted willfully, maliciously, and with oppression and fraud with the intent to cause injury to Plaintiffs, or with knowing and conscious disregard for the likelihood of same, to further WELLS FARGO's personal interests to the exclusion of Plaintiffs, and to engage in despicable conduct with willful and conscious disregard of Plaintiffs' rights.

68. Therefore, in addition to compensatory damages, Plaintiffs should be awarded punitive and exemplary damages sufficient to punish WELLS FARGO for engaging in its misconduct, and to deter WELLS FARGO and others from engaging in similar misconduct in the future.

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WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

AS TO THE FIRST CAUSE OF ACTION:

1. For a judicial declaration that Plaintiffs' accounts cannot be garnished to satisfy any judgment debt of WILLIAMS, and that Plaintiffs' accounts be immediately released from their current freeze;
2. For costs incurred herein; and
3. For such other and further relief as the Court deems just and proper.

AS TO THE SECOND CAUSE OF ACTION

1. For damages in an amount to be determined at trial;
2. For punitive damages in an amount to be determined at trial;
3. For interest at the legal rate according to proof at trial;
4. For costs incurred herein; and
5. For such other and further relief as the Court deems just and proper.

AS TO THE THIRD CAUSE OF ACTION

1. For damages in an amount to be determined at trial;
2. For punitive damages in an amount to be determined at trial;
3. For interest at the legal rate according to proof at trial;
4. For costs incurred herein; and
5. For such other and further relief as the Court deems just and proper.

AS TO THE FOURTH CAUSE OF ACTION

1. For damages in an amount to be determined at trial;
2. For punitive damages in an amount to be determined at trial;
3. For interest at the legal rate according to proof at trial;
4. For costs incurred herein; and
5. For such other and further relief as the Court deems just and proper.

AS TO THE FIFTH CAUSE OF ACTION

1. For damages in an amount to be determined at trial;
2. For punitive damages in an amount to be determined at trial;

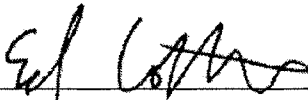
COTTONE & MOON
LITIGATION ATTORNEYS

3. For interest at the legal rate according to proof at trial;
4. For costs incurred herein; and
5. For such other and further relief as the Court deems just and proper.

AS TO THE SIXTH CAUSE OF ACTION

1. For damages in an amount to be determined at trial;
2. For punitive damages in an amount to be determined at trial;
3. For interest at the legal rate according to proof at trial;
4. For costs incurred herein; and
5. For such other and further relief as the Court deems just and proper.

Dated: July 23, 2013



Edwin R. Cottone, Esq.

COTTONE & MOON

Attorneys for Plaintiffs

CAROLINE B. WILLIAMS, AS TRUSTEE OF
THE CAROLINE WILLIAMS CHARITABLE
REMAINDER UNITRUST; AND BLACK &
WILLIAMS FAMILY LIMITED PARTNERSHIP

POS-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Edwin R Cottone, 222689 Cottone Law 5000 Birch Street Suite 3000 Newport Beach, CA 92660 TELEPHONE NO.: (949) 260-2004 ATTORNEY FOR (Name): Plaintiff	FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of Orange 07/26/2013 at 11:00:00 AM Clerk of the Superior Court By Giovanni Galon, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Superior Court of California, Orange County 700 Civic Center Drive West Santa Ana, CA 92702-1994	
PLAINTIFF/PETITIONER: Caroline B. Williams, etc. et al. DEFENDANT/RESPONDENT: Wells Fargo Bank., N.A.	CASE NUMBER: 30-2013-00663878-CU-BT-CJC
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: Williams: OC

1. At the time of service I was a citizen of the United States, at least 18 years of age and not a party to this action.
2. I served copies of: Summons, Complaint, Civil Case Cover Sheet, ADR Package

3. a. Party served: Wells Fargo Bank, N.A., a foreign unincorporated entity

b. Person Served: CSC- Becky DeGeorge - Person authorized to accept service of process

4. Address where the party was served: 2710 N Gateway Oaks Dr Ste 160
Sacramento, CA 95833

5. I served the party

a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): 7/24/2013 (2) at (time): 1:52 PM

6. The "Notice to the Person Served" (on the summons) was completed as follows:

c. on behalf of:

Wells Fargo Bank, N.A., a foreign unincorporated entity

under: CCP 416.10 (corporation)

7. **Person who served papers**

a. Name: Michelle Dodd
b. Address: One Legal - 194-Marin
504 Redwood Blvd #223
Novato, CA 94947

c. Telephone number: 415-491-0606

d. The fee for service was: \$ 35.95

e I am:

- (3) registered California process server.
 (i) Employee or independent contractor.
 (ii) Registration No.: 2001-21
 (iii) County: SACRAMENTO

8. I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Date: 7/24/2013

BY FAX

Michelle Dodd

Michelle Dodd

(NAME OF PERSON WHO SERVED PAPERS)

(SIGNATURE)